APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/698,502	10/27/2000	Nereida Maria Menendez	51017-79635	6442

21888   7590   09/03/2009
THOMPSON COBURN LLP
ONE US BANK PLAZA
SUITE 3500
ST LOUIS, MO 63101

EXAMINER
VIG, NARESH

ART UNIT	PAPER NUMBER
3629	

NOTIFICATION DATE	DELIVERY MODE
09/03/2009	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

IPDOCKET@THOMPSONCOBURN.COM

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) ☒ Responsive to communication(s) filed on *25 August 2009*.
2a) ☒ This action is **FINAL**.   2b) ☐ This action is non-final.
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4) ☒ Claim(s) *62-78,113-127 and 136-139* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5) ☐ Claim(s) _____ is/are allowed.
6) ☒ Claim(s) *62-78, 113-127 and 136-139* is/are rejected.
7) ☐ Claim(s) _____ is/are objected to.
8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9) ☐ The specification is objected to by the Examiner.
10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a) ☐ All   b) ☐ Some * c) ☐ None of:

        1. ☐ Certified copies of the priority documents have been received.

        2. ☐ Certified copies of the priority documents have been received in Application No. _____.

        3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☒ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

Election/Restrictions

Applicant's election without traverse of claims 62 – 78, 113 – 127 and 136 – 139

in the reply filed on 18 May 2009 is acknowledged.

Information Disclosure Statement

The information disclosure statement filed 25 August 2009, 18 May 2009 and

23 January 2009, fails to comply with 37 CFR 1.98(a)(3) because it does not include a

concise explanation of the relevance, as it is presently understood by the individual

designated in 37 CFR 1.56(c) most knowledgeable about the content of the information,

of each patent listed that is not in the English language. It has been placed in the

application file, but the information referred to therein has been considered to the extent

their relevance has been established by the applicant.

Response to Arguments

Applicant's arguments and concerns are for newly added claims which are

responded to in response to pending claims.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

> The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 62 – 78, 113 – 127 and 136 – 139 are rejected under 35 U.S.C. 112, second paragraph, as being vague indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. As currently claimed:

it is not clear whether the plurality of users in claim 62 and 113 are the same user, or they are different users.

It is not clear whether the validation of driver license and credit card information are validated using the information from external sources, or, they are validated with the information stored in the system as claimed by the applicant.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

Claims 62 – 66, 71 – 78, 113 – 116, 121 – 127 and 128 – 135 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as Avis and Hertz #1 Club Gold Canopy Service hereinafter known as HertzGold.

Regarding claims 62 and 113, Hertz teaches system and method for online rental vehicle reservation. Hertz teaches that that now you (user) can check the latest Hertz rates and instantly make, modify (user can retrieve previously stored reservation to make modification), or, cancel (user can retrieve previously stored reservation to cancel) reservation on-line [page 17]. Hertz does not explicitly recite storing the electronic rental agreement based upon said accepted rental proposal. However, Hertz discloses that customers can modify or cancel reservations [pages 17]. **This clearly shows that Hertz may have some sort of storing capability to be able to allow their clients to retrieve the reservation information**. Avis discloses storing rental information. Avis disclose to retrieve rental information base upon the reservation number [page 13].

Therefore, at the time of invention, it would have been obvious to one of ordinary skill in the art to modify Hertz by adopting teachings of Avis to be able to allow customers to retrieve their rental information at a later time; apply a known technique to a known device (method, or product) ready for improvement to yield predictable results; known work in one field of endeavor may prompt variations of it for use in either the

same field or a different one based on design incentives or other market forces if the

variations would have been predictable to one of ordinary skill in the art

Hertz in view of Avis does not explicitly recite creating a rental contract for a

rental vehicle in response to an electronic acceptance by the user of the electronic

rental proposal. However, HertzGold teaches concept and capability wherein HertzGold

customers do not have to go to any counters. They can proceed straight to there pre-

selected vehicle. **This clearly shows that HertzGold generates contract for their**

customers when a reservation is made to enable them to bypass the rental

counter.

Therefore, at the time of invention, it would have been obvious to one of ordinary

skill in the art to modify Hertz in view of Avis by adopting teachings of HertzGold be

enable their customers to bypass visit at the rental counter thereby saving them time;

apply a known technique to a known device (method, or product) ready for improvement

to yield predictable results; known work in one field of endeavor may prompt variations

of it for use in either the same field or a different one based on design incentives or

other market forces if the variations would have been predictable to one of ordinary skill

in the art

Hertz in view of Avis and HertzGold teaches capability for:

creating and storing an electronic rental contract for a rental vehicle such that a

user need not visit a rental counter to create a rental contract when arriving at a car

rental facility to pick up the rental vehicle:

hosting a website on a server system, the website comprising a plurality of web

pages for access over a network by any of a plurality of client systems

[www.Hertz.com];

creating a rental vehicle reservation in response to data received through the

website from a client system [Hertz, page 67 – 68];

storing a reservation transaction within the server system, wherein the

reservation transaction is representative of the created rental vehicle reservation [Avis,

page 13];

electronically accepting additional data from a user through the website for a

potential rental of a rental vehicle based on the rental vehicle reservation [Hertz, page

67 – 68];

communicating an electronic rental proposal for display to the user on a web

page of the website, the electronic rental proposal being based on the rental vehicle

reservation and the accepted additional data [Hertz, page 67 – 68];

creating an electronic rental contract for a rental vehicle in response to an

electronic acceptance by the user of the electronic rental proposal, the electronic rental

contract permitting the user to avoid creating a rental contract at the rental counter

when arriving at the car rental facility to pick up a rental vehicle in accordance with the

electronic rental contract [HertzGold]; and

storing a rental transaction within the server system, wherein the rental

transaction is representative of the created electronic rental contract [Avis, HertzGold].

Regarding claim 63, Hertz in view of Avis and HertzGold teaches capability for

allocating a rental vehicle to the user at the car rental facility in accordance with the

electronic rental contract without requiring the user to visit the rental counter

[HertzGold].

Regarding claims 64 and 114, Hertz in view of Avis and HertzGold teaches

capability for:

after the reservation creating step, electronically receiving input from the user

indicative of a request to convert the created reservation into an electronic rental

contract [HertzGold; and

responsive to the received input, providing a web page of the website to a client

system for display thereon that is configured to solicit the additional data from the user

(Hertz, Avis teach capability wherein customers can modify their rental information).

Regarding claims 65 and 115, Hertz in view of Avis and HertzGold teaches

capability for:

after the reservation creating step, providing a web page of the website to the

client system for display thereon that is configured to provide the user with a user-

selectable option to only create the reservation and a user-selectable option to convert

the created reservation into an electronic rental contract (**Hertz and Avis teaches**

providing web pages to users with plurality of selectable buttons for indication

their selection. One of ordinary skill in the art can add create contract button on the web page displayed to the user); and

receiving a user selection of the option to convert the created reservation into an electronic rental contract, thereby advancing the user to the web page that is configured to solicit the additional data from the user [**HertzGold, teaches of some contract between customer and HertzGold to enable the customer to bypass rental counter**].

Regarding claims 66 and 116, Hertz in view of Avis and HertzGold teaches capability for:

after the reservation creating step, sending an email to the user, wherein the email comprises (1) a confirmation of the created reservation, and (2) a user-selectable link that is effective upon user selection to link the user to the first web page; and wherein the input receiving step comprises receiving a user selection of the link (**sending confirmation emails to customer with active links is old and known technique known to one of ordinary skill in the art at the time of reservation**).

Regarding claims 71 and 121, Hertz in view of Avis and HertzGold teaches capability for a user who has a pre-existing master rental agreement with the rental car company, providing a web page of the website to a client system for display thereon that is configured to solicit the data for creating the reservation from the user, and automatically pre-filling at least a portion of the data for creating the reservation into that

web page from the master rental agreement [Hertz teaches capability for using

information from Master Agreement and user profile for reservation].

Regarding claims 72 and 122, Hertz in view of Avis and HertzGold teaches

capability for permitting the user to electronically modify the pre-filled data without

modifying the master rental agreement.

Regarding claims 73 and 123, Hertz in view of Avis and HertzGold teaches

capability for receiving a modification of the pre-filled data from the user through the

website; and electronically notifying the user with a selectable option to keep the

modification and a selectable option to revert to the pre-filled data.

Regarding claims 74 and 124, Hertz in view of Avis and HertzGold teaches

capability wherein the additional data can be driver's license information for the user,

and capability for:

electronically performing a validation operation on the driver's license information

such that the communicating step is not performed should the validation operation

indicate the driver's license information is invalid (HertzGold and Hertz teaches concept

for validating customers); and

should the validation operation indicate the driver's license information is invalid,

electronically requesting that the user re-submit new driver's license information.

Regarding claims 75 and 125, Hertz in view of Avis and HertzGold teaches capability wherein the additional data can be credit card payment information for the user, capability for:

electronically performing a validation operation on the credit card payment information such that the communicating step is not performed should the validation operation indicate the credit card payment information is invalid (**validating credit card prior to confirming an order is old and known to one of ordinary skill in the art**); and

should the validation operation indicate the credit card payment information is invalid, electronically requesting that the user re-submit new credit card payment information.

Regarding claims 76 and 126, as responded to earlier, Hertz in view of Avis and HertzGold teaches capability for wherein the additional data can be driver's license information for the user and credit card payment information for the user, and capability for:

electronically performing a first validation operation on the driver's license information such that the communicating step is not performed should the first validation operation indicate the driver's license information is invalid;

should the first validation operation indicate the driver's license information is invalid, electronically requesting that the user re-submit new driver's license information;

electronically performing a second validation operation on the credit card

payment information such that the communicating step is not performed should the

second validation operation indicate the credit card payment information is invalid; and

should the second validation operation indicate the credit card payment

information is invalid, electronically requesting that the user re-submit new credit card

payment information.

Regarding claims 77, Hertz in view of Avis and HertzGold teaches capability

wherein the server system can be operated by the rental car company.

Regarding claims 78 and 127, Hertz in view of Avis and HertzGold teaches

capability wherein the additional data can be a modification of a data item from the

reservation.

Regarding claims 136 and 138, Hertz in view of Avis and HertzGold teaches

capability to perform the additional data acceptance, the electronic rental proposal

communication, the electronic rental contract creation and the rental transaction storage

regardless of whether the user has a pre-existing master rental agreement with a rental

car company that operates the car rental facility.

Regarding claims 137 and 137, Hertz in view of Avis and HertzGold teaches

capability to perform the additional data acceptance, the electronic rental proposal

communication, the electronic rental contract creation and the rental transaction storage

for a user who does not have a pre-existing master rental agreement with the rental car

company.

Claims 67 – 70, 117 – 120 are rejected under 35 U.S.C. 103(a) as being

unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis

Rent A Car System, Inc. hereinafter known as Avis and Hertz #1 Club Gold

Canopy Service hereinafter known as HertzGold and Coutts et al. US Patent

5,389,773 hereinafter known as Coutts.

Regarding claims 67 and 117, Hertz in view of Avis and HertzGold does not

explicitly teaches capability for automatically pre-filling at least a portion of the additional

data into a web page of the website from a rental history associated with the user.

However, Hertz teaches customers can use some or all information contained in

customers rental profile. Coutts teaches entering at least some of rental-related

information from the history based upon information from an identification of a user

without employing a master rental agreement (employs a technique in which aspects of

each user's previous behaviour and requirements in self-service transactions are

recorded and are then used to predict what that user's probable requirements will be in

future transactions).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by Coutts to increase the speed of operation in carrying out the rental reservation transaction; apply a known technique to a known device (method, or product) ready for improvement to yield predictable results; known work in one field of endeavor may prompt variations of it for use in either the same field or a different one based on design incentives or other market forces if the variations would have been predictable to one of ordinary skill in the art

Regarding claims 68 and 118, Hertz in view of Avis, HertzGold and Coutts teaches capability for:

receiving a selection by the user of a button on the web page; and

responsive to the button selection, performing the pre-filling step.

Regarding claims 69 – 70 and 119 – 120, Hertz in view of Avis and HertzGold teaches capability for automatically performing a suggestive sell for the potential rental through a web page of the website based on a rental history associated with the user wherein the suggestive sell is for an optional coverage item for the potential rental.

Conclusion

Applicant is required under 37 CFR '1.111 (c) to consider the references fully

when responding to this office action.

Applicant's amendment necessitated the new ground(s) of rejection presented in

this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP

§ 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37

CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within

TWO MONTHS of the mailing date of this final action and the advisory action is not

mailed until after the end of the THREE-MONTH shortened statutory period, then the

shortened statutory period will expire on the date the advisory action is mailed, and any

extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

the advisory action. In no event, however, will the statutory period for reply expire later

than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the

examiner should be directed to NARESH VIG whose telephone number is (571)272-

6810. The examiner can normally be reached on Mon-Thu 7:00 - 5:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, John Weiss can be reached on (571) 272-6812. The fax phone number for

the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the

Patent Application Information Retrieval (PAIR) system. Status information for

published applications may be obtained from either Private PAIR or Public PAIR.

Status information for unpublished applications is available through Private PAIR only.

For more information about the PAIR system, see http://pair-direct.uspto.gov. Should

you have questions on access to the Private PAIR system, contact the Electronic

Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a

USPTO Customer Service Representative or access to the automated information

system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Naresh Vig/
August 30, 2009   Primary Examiner, Art Unit 3629